



SCHEDULE OF SERVICES

This schedule should be read in conjunction with the engagement letter and the standard terms and conditions.

PAYROLL SERVICES AND WORKPLACE PENSIONS ADMINISTRATION

Initial compliance work-existing employers joining RTI

1. We will:

- Submit the first Full Payment Submission (FPS) and the Employer Payment Summary (EPS) as necessary online to HMRC after the data to be included therein has been approved by you. Note the first FPS must reach HMRC normally on or before the payday for the first payroll run after you are required to make submissions under RTI.

2. **Recurring compliance work**

We will prepare your UK payroll for each payroll period to meet UK employment tax requirements, specifically:

- Calculating the pay as you earn (PAYE) deductions.
- Calculating the employees' National Insurance Contributions (NIC) deductions.
- Calculating the employer's NIC liabilities.
- Calculating statutory payments, for example, Statutory Sick Pay and/or Statutory Maternity Pay.
- Calculating other statutory and non-statutory deductions.
- Calculating any employee pension contribution refunds, based on the information you supply to us regarding opt-out notices that you have obtained from the pension scheme.
- Calculating any employee pension contribution refunds, based on the information you supply to us regarding opt-out notices that we receive directly from the scheme via delegated access as your agency.
- Submitting information online to HMRC under RTI for PAYE
- A workplace pension contributions report (a '**contributions report**') showing:
 - (a) Any employee and employer pension contributions payable for each employee to the respective workplace pension scheme(s) of which they are members and the due date(s) for payment where applicable, splitting out any retained by you during the opt-out period.
 - (b) Any employee pension contribution refunds payable to any employee.
 - (c) Any employer pension contribution refunds due to you for any employee who has ceased membership of the scheme(s) and whether any such refund is due

from the scheme or whether you had retained the relevant contributions during the opt-out period.

3. We will prepare and send to you the following documents for each payroll period at or before the time of payment:
 - Payroll summary report showing the reconciliation from gross to net for each employee and all relevant payroll totals.
 - The data included within each Full Payment Submission (FPS) for taxable pay and payrolled benefits for each employee
 - A payslip for each employee unless not required
 - An Employee Leaving Statement (P45) for each leaver.
 - A report showing your PAYE liability, NIC liability and due date for payment.
4. We will submit FPSs online to HMRC after the data to be included therein has been approved by you. (FPSs must reach HMRC normally on or before payday.)
5. At the end of the payroll year we will:
 - Prepare the final FPS (or EPS) including employer annual declarations and submit this to HMRC after the data to be included therein has been approved by you. (The final FPS (or EPS) for the year must reach HMRC by 5 April following the end of the tax year. Corrections must be made by 19 April)
 - Prepare and send to you by the statutory due date Form P60 for each employee on the payroll at the year end.
6. We will deal with any online secure messages sent to us by HMRC in respect of your payroll; and
7. We will submit National Insurance Number (NINO) verification requests as appropriate to verify or obtain a NINO for a new employee.

Workplace and pensions administration services

8. We will provide the payroll-associated workplace pensions administration services set out in the Appendix to this schedule.

Ad hoc and advisory work

9. We will also provide such other taxation ad hoc and advisory services as may be agreed from time to time. These may be the subject of a separate engagement letter, at our option. Where appropriate we will discuss and agree an additional fee for such work when it is commissioned by you. Examples of such work include:
 - dealing with any enquiry opened into the payroll returns by HMRC
 - preparing any amended returns for periods before you report in real time which may be required and corresponding with HMRC as necessary
 - preparing and submitting correcting EPSs for earlier years
 - preparing and submitting an Earlier Year Update (EYU) to correct, after 19 April, any of the year to date totals submitted in your end of year FPS for a previous tax year, in respect of years after you started to send information in real time

- Where specialist advice is required on occasions we may need to seek this from or refer you to appropriate specialists

Changes in the law

10. We will not accept responsibility if you act on advice given by us on an earlier occasion without first confirming with us that the advice is still valid in the light of any change in the law or your circumstances.
11. We will accept no liability for losses arising from changes in the law or the interpretation thereof that are first published after the date on which the advice is given.

Your responsibilities

12. You are legally responsible for:
 - (a) Ensuring that your payroll returns are correct and complete.
 - (b) Making any submissions by the due date; and
 - (c) Making payment of tax and NIC on time.

Failure to do this may lead to automatic penalties, surcharges and/or interest.

Signatories to returns cannot delegate this legal responsibility to others. You agree to check that returns that we have prepared for you are complete before you approve and sign them.

13. To enable us to carry out our work you agree:
 - (a) That all returns are to be made on the basis of full disclosure.
 - (b) To provide full information necessary for dealing with your payroll affairs: we will rely on the information and documents being true, correct and complete and will not audit the information or those documents.
 - (c) To agree with us the name of the person authorised by you to notify us of changes in employees and in rates of pay. We will process the changes only if notified by that individual.
 - (d) To advise us in writing of changes of payroll pay dates.
 - (e) To notify us at least 5 working days prior to the payroll date of all transactions or events which may need to be reflected in the payroll for the period, including details of:
 - all new employees (including full names, address, date of birth, national insurance number, passport number) and details of their remuneration packages
 - all leavers (including deaths of employees) and details of termination arrangements
 - all changes to remuneration packages
 - all pension scheme changes
 - any changes to the employees' bank accounts
 - irregular and/or ad hoc payments and the dates to be paid.
 - (f) To approve:
 - EAS, if required by HMRC, at least 5 working days before the due date as agreed with HMRC
 - in-year FPS by at least 5 working days prior to payroll pay dates so that they can be submitted on or before payday, or as agreed with us
 - in-year EPS by at least 5 days prior to 19th of the month following the tax month

- final FPS (or EPS when applicable) for the year at least 5 days prior to 19 April following the end of the tax year
 - EYU within 5 days; and
- (g) You will keep us informed of changes in circumstances that could affect the payroll. If you are unsure whether the change is material or not please let us know so that we can assess its significance.
- (h) To authorise us to approach such third parties as may be appropriate for information that we consider necessary to deal with your affairs.
14. If the information required to complete the payroll services and workplace pension administration as set out above is received less than 5 days before the payroll date, we will still endeavour to process the payroll to meet the agreed payroll date but we will not be liable for any costs or other losses arising if the payroll is late in these circumstances. We may charge an additional fee for work carried out in a shorter time period.
15. Our services as set out above are subject to the limitations on our liability set out in the engagement letter and in paragraph 18 of our standard terms and conditions of business. These are important provisions that you should read and consider carefully.
16. To enable us to carry out our work you agree:
- (a) To notify us within 5 working days of your receiving any workplace pension scheme joining or opt-in notices, including the date you received the notice and the full names, addresses, gender, date of birth, national insurance number (NINO), unique email address and if different from any standard rules agreed at set-up under (F.2 of the Appendix):
- their pensionable pay
 - the relevant employer and employee contribution rates
 - the relevant pension scheme
 - how tax relief is operated, ie, relief at source or net pay; and
 - whether their pension contributions will be made via salary sacrifice.
- (b) To notify us within 5 working days of your receiving or becoming aware of any opt-out notices or any other requests to cease membership of a scheme, so that we can cease to calculate their pension contributions.
- (c) In accordance with the requirements of the Data Protection Act, you will be responsible for ensuring that each employee has given any required consents for their data to be processed for the purpose of auto enrolment and shared with the relevant pension scheme and TPR.

APPENDIX

Workplace pensions administration services

A. Nature of services

- A.1 You have instructed us to provide you with payroll services and associated workplace pension administration. Any advice or assistance we provide to you on pension scheme selection will be provided to you in your capacity as an employer rather than to you personally as an individual and, as such, will not constitute regulated investment business advice.
- A.2 We are only able to assist you with providing an auto-enrolment service in relation to individuals handled by us in our capacity as your payroll agent. Your auto-enrolment obligations to workers who are engaged to provide services to you in a personal capacity are outside the scope of this agreement.

B. Initial set-up for workplace pension arrangements and payrolling of employer-provided benefits-in-kind

- B.1 Workplace pensions: This services schedule assumes that you do not already have a staff workplace pension scheme and that you are not using contractual enrolment for your staff.

C. Staging date

- C.1 We will assist you in determining your 'staging date' for auto-enrolment, based on the information you provide to us.
- C.2 If you are considering bringing forward your staging date, you will inform us of your intention in advance so that we can discuss with you any implications for the services that we provide to you and agree how any proposed change in your staging date can be accommodated.

D. Preliminary assessment of staff

- D.1 We will carry out a preliminary assessment of your employees (meaning the individuals for whom we operate payroll under this agreement) to determine what duties you will have, and to help you plan how to comply with your duties, which will be carried out nine months before your staging date, or within one month of us entering into this schedule of services if that is later. We will categorise your employees as entitled workers, non-eligible jobholders or eligible jobholders. Our assessment will be based on the information we hold as your payroll agent plus any additional information provided by you including whether any employees carry out some of their duties

outside the UK. You will review our assessment of your employees and accept responsibility for the completeness and accuracy of the assessment. If the preliminary assessment of your staff indicates that you will have no employees to auto-enrol on your staging date, the assessment will be repeated **[three]** and **[one]** month(s) before your staging date and we will discuss with you the need for any pension scheme set-up in case the position changes.

E. Exemption from auto-enrolment

- E.1 We will assist you in determining whether you are exempt from employer auto-enrolment duties and, if necessary, we will register you as exempt with TPR if you provide us with your 10-digit letter code from correspondence you receive from TPR. You agree that, if your circumstances change so that automatic enrolment duties apply to you (for example, if you take on a member of staff other than a director) you will inform us as your payroll agent as soon as is practicable and at least before the beginning of the first payroll period in which they

will be paid so that we can agree with you what auto-enrolment services you would like us to perform, and we can also inform TPR of your change of status.

F. Pension scheme selection and set-up [GN8]

F.1 Unless you are exempt from auto-enrolment duties (see clause [E.1 above]), within one month of us entering into this schedule of services or six months before your staging date if that is later, we will discuss with you the workplace pension scheme provider(s) you are considering using so that we can discuss any practical implications with you.

F.2 You will inform us in writing of:

- (a) your selected workplace pension scheme provider(s),
- (b) how contribution payments will be made to the pension scheme provider(s), and whether the pension provider will permit your employees to reduce their contributions to below the statutory minimum level,
- (c) whether initial contributions during the opt-out period will be retained by you or will be paid over to the pension scheme(s); and
- (d) the method of tax relief that you will use (ie, relief at source or net pay arrangement)

We will agree with you in writing:

- (e) whether you will set up salary sacrifice arrangements for some categories of your employees,
- (f) whether any categories of your employees who are paid weekly will change to being paid monthly,
- (g) whether to use calendar-based or tax-period-based pay reference periods for your employees,
- (h) any postponement periods at staging for your employees,
- (i) any ongoing general default rules regarding postponement periods that you wish to set up,
- (j) whether you wish to exclude any particular elements of salary and wages from qualifying earnings,
- (k) the definition of pensionable pay on which contributions will be calculated for your employees,
- (l) if this is not the same as qualifying earnings, whether you wish us to advise you on whether to certify and/or assist you in certifying that your employer contributions meet at least the statutory minimum for those employees; if you do, we will discuss the further work required of us,
- (m) your employer and employee contributions rates including, before 6 April 2018 and 2019, whether these are to be phased in,
- (n) what additional services we shall provide (eg, providing statutory communications for your staff, either to you or directly to them) and what information we will require from you in order to do so (eg, staff contact information),
- (o) whether we as your agent shall set up the scheme for you, including any direct debits, and have ongoing delegated access so that we can send and receive relevant information directly to and from the scheme,

- (p) if you set up the scheme, whether you will nominate us as your agent with delegated access so that we can send and receive relevant information directly to and from the scheme, such as joining information regarding new or newly-eligible employees, and opt-out and refund information,
- (q) whether we need you to provide us with any additional data not already held within our systems for us to generate reports in a format accepted by the scheme provider(s),
- (r) if you are to obtain any additional services from the scheme provider(s) that would require input or data from us as your payroll agent, the format and timescale in which we shall provide such data and whether this is to be provided to you or directly to the scheme provider(s); and
- (s) the extent to which we shall be responsible for maintaining and preserving any of the records required to demonstrate your compliance with your auto-enrolment duties, and the extent to which you or your pension scheme provider(s) will be responsible for maintaining and preserving any such records.

F.3 Within six weeks of our entering into this schedule of services, or five months before your staging date if that is later:

- (a) if you have agreed at clause [F.2(q)] above to do so, you will provide us with any additional data not already held within our systems to enable us to generate reports in a format accepted by the scheme provider(s),
- (b) if we have agreed at clauses [F.2 (o), (p) or (r)] above to do so, we will provide the information required to set up the scheme directly to the scheme provider(s), or to you for onward transmission to the scheme provider(s); and
- (c) in accordance with what we have agreed at clauses [F.2(b) and (o)] above, you or we will set up appropriate payment arrangements

G. Employee assessment and monitoring for auto-enrolment

- G.1 We will assess the ages and earnings of your employees to categorise them as entitled workers, non-eligible jobholders or eligible jobholders; and otherwise determine the auto-enrolment duties you owe them, based on the information we hold as your payroll agent, plus any additional information provided by you.
- G.2 For any employees that we assess as being a jobholder following an opt-in or joining notice, we will inform you of their enrolment date.
- G.3 You will provide us with complete and accurate information regarding your employees, including ordinary working location, pension tax protection status and any changes in employee working, including starting a notice period, so that we can determine whether their employment status has changed in relation to auto-enrolment.
- G.4 You will review our assessments of your employees and accept responsibility for the completeness and accuracy of the assessments.

H. Enrolling employees, initiating contributions and providing information to the pension scheme(s)

- H.1 We will inform you when the staff assessments that we carry out under clause [G.1] above indicate that you are required to enrol employees into a pension scheme(s); and we will notify our payroll department when to start processing any required employee and employer pension contributions.
- H.2 In accordance with what we have agreed at clauses [F.2(o),(p) or (r)] above:

- (a) we will provide the information relating to such employees that is required to be provided to the scheme in order for them to join the scheme, either directly to the scheme provider(s) within six weeks of their enrolment date, or to you within four weeks of their enrolment date, for your onward transmission to the scheme provider(s), and
- (b) if any new payment arrangements are required (ie, if not covered by the payment arrangements set up initially under clause [F.3(c)] above), you or we will set them up in accordance with what we have agreed at clauses [F.2(b) and F.2(o)] above.

I. Writing to your employees

- I.1 You are required to write to your employees providing them with required statutory information, including providing them with postponement information if you are using a postponement period.
- I.2 We will inform you of the results of the assessments that we carry out under clause [G.1] above within one week of performing the assessment, so that you can make the necessary arrangements to provide your employees with the required statutory communications. We will provide this information in a format agreed by us at clause [F.2(r)] above.

J. Other arrangements necessary for enrolling your staff and for determining opt-out periods

- J.1 You are required to make arrangements to achieve active membership for your employees, effective from their enrolment date.
- J.2 If your chosen scheme is a personal pension scheme, in order to achieve active membership for your employees, there must be certain types of agreement in place between you, the employee and the personal pension scheme provider.
- J.3 You are responsible for finding out from the pension scheme the date on which active membership is achieved for each employee.

K. Processing opt-out requests and refunds, requests to cease membership or for reduced employee contributions

- K.1 We will assist you with processing opt-out requests from jobholders, including:
 - (a) (to the extent that you have given us delegated access as agreed under clauses [F.2(o) or F.2(p)]) we will obtain opt-out notices from the scheme, and you also agree to notify us of any opt-out requests that you obtain from the scheme,
 - (b) checking whether the notice was given during the opt-out period and that it is valid,
 - (c) making arrangements to unravel active membership, as if the employee had never been a member of a scheme, including requesting a refund of any employee and employer contributions that have been paid over to the scheme (see clause [F.3(c)] above), and notifying our payroll department to cease deducting contributions to process any refunds through the payroll,
 - (d) advising you of any refunds of employee and employer contributions in any contributions report,
 - (e) retaining a copy of the opt-out notice in accordance with clause [O.1] below; and
 - (f) in respect of any invalid notice, notifying the relevant employee that the notice is invalid and explaining why.

- K.2 We will assist you with processing other employee requests to cease membership of a scheme, including any opt-out notices given after the end of the opt-out period, by:
- (a) notifying the pension scheme,
 - (b) assisting you with whatever action is required under the scheme rules for ceasing the employee's active membership,
 - (c) notifying our payroll department to cease deducting that employee's contributions; and
 - (d) helping you determine whether any refunds are payable.

- K.3 We will assist you with processing any employee requests to pay reduced employee contributions that are below the statutory minimum level (if permitted - see clause [F.2(b)] above), by:
- (a) notifying the pension scheme,
 - (b) assisting you with whatever action is required under the scheme rules for reduced contributions to be payable; and
 - (c) notifying our payroll department to adjust the relevant contributions.

[L] Ongoing certification (see also clauses [F.2(l)] above)

- [L.1] If we have agreed to assist you in certifying your scheme for any groups of your employees under clauses [F.2(l)] above, when the certification is due for renewal, we will repeat this assistance within one month of the expiry of the renewal date for the certificate.

M. Declaration of compliance

- M.1 We will assist you in preparing and submitting your declaration of compliance to TPR, based on the information you supply to us and the information we hold as your payroll agent.

N. Triennial re-enrolment

- N.1 You are required to select a re-enrolment date, which must be within a six-month period starting three months before the third anniversary of your original staging date. [GN39]
- N.2 We will assist you by maintaining information and records that will highlight when the triennial enrolment processes must occur, informing you within 30 months of your staging date or of your most recent triennial re-enrolment date what your options are for selecting your next triennial re-enrolment date and assisting you in deciding which date to select.
- N.3 We will assist you in preparing and submitting your declaration of compliance, based on the information you supply to us.

O. Maintaining records – see also clause F.2(s) above

- O.1 You are required to keep certain records of your automatic enrolment activities and, to the extent we have agreed in writing to maintain records under clause [F.2(s)] above, you hereby authorise us to retain the following records on your behalf:
- (a) the names, NINOs, date of birth, addresses and (where relevant) the automatic enrolment date for each of your staff, if postponement notices were sent to staff, the date of any such postponement notices and to whom they were sent,
 - (b) gross qualifying earnings for each employee for each pay period,
 - (c) details of contributions and when they were paid to the scheme,

- (d) staff opt-in notices and joining notices and the enrolment date for relevant staff,
- (e) pension scheme reference or registry numbers,
- (f) name and address of pension scheme,
- (g) if we have assisted you in certifying the scheme (see clauses F.2(l) and L.1 above), the certificate and any data and/or evidence relating to it; and
- (h) opt-out notices.

O.2 We shall be authorised to retain the records listed in (a)-(f) above for six years; the records in (g) above for a period of six years after the end of the certification period; and in (h) above for four years.